

MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
AND THE
SOO LOCKS VISITOR CENTER ASSOCIATION
(A MICHIGAN NON-PROFIT CORPORATION)

THIS MEMORANDUM OF AGREEMENT is between the DEPARTMENT OF THE ARMY, Corps of Engineers (hereinafter referred to as the "Corps"), and the Soo Locks Visitor Center Association, a Michigan non-profit corporation (hereinafter referred to as the "Association"), acting through its President.

THE PURPOSE OF THIS AGREEMENT IS to document the mutual rights and responsibilities regarding historical material which is property that the Association owns and provides to the Corps of Engineers on long-term, indefinite loan for use primarily at the Soo Locks Visitor Center in Sault Ste. Marie, Michigan.

WITNESSETH; THAT:

WHEREAS, the United States (hereinafter referred to as the Corps) owns the Soo Locks Visitor Center in Sault Ste. Marie, Michigan (hereinafter referred to as the Visitor Center); and,

WHEREAS, the Corps operates the Visitor Center for the interpretation of items and activities in the Soo Locks, St. Marys River and the Great Lakes that are considered to be in the Government's interest related to navigation and other aspects of the Great Lakes; and,

WHEREAS, the Association was established to assist in and secure and acquire photographs, models, artifacts, publications, and related materials for use in programs, exhibits, displays, and references in the Sault Ste. Marie, Michigan vicinity; and,

WHEREAS, the Association will be soliciting, purchasing and accepting materials that are fundamentally important to the successful education and enjoyment of the general public; and,

WHEREAS, the Association will make interpretive materials available to the Corps on permanent loan without fee or other compensation, for the Corps discretionary display and other interpretive uses; and,

WHEREAS, the Association has defined in its mission statement and By-Laws as its continuing purpose the assisting of the Corps in its interpretive function for the benefit and education of the general public regarding the historical aspects of the maritime activities of the Soo Locks, St. Marys River and the Great Lakes through programs, exhibits, and materials at the Visitor Center; and,

WHEREAS, the Association and the Corps consider the photographs, models, artifacts, publications and related materials comprising the collection of the Visitor Center to be of greatest historical and interpretive value if retained as one body of materials; and,

NOW THEREFORE, IN CONSIDERATION of the mutual benefits that will accrue to the Corps and the Association, the parties agree as follows:

A. GENERAL CONDITIONS

1. Term.

This Memorandum of Agreement shall take effect upon execution by both parties and continue for a period of five (5) years beginning 17 December 2002 and ending 16 December 2007. This Memorandum of Agreement will automatically renew for a five-year period, unless cancelled by either party before the date of renewal.

2. Notices.

All notices to be given pursuant to this Memorandum of Agreement shall be addressed, if to the Association,

Soo Locks Visitor Center Association, P.O. Box ____, Sault Ste. Marie, Michigan 49783;

if the Corps,

District Engineer, U.S. Army Engineer District Detroit, P.O. Box 1027, Detroit, MI 48231-1027, (hereinafter referred to as the District Engineer),

or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office or branch post office regularly maintained by the United States Postal Service.

3. Authorized Representatives Included.

Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "District Engineer", "said officer" shall include their duly authorized representatives, including the Soo Area Engineer or his designated representative. Any reference to "Association" shall include its duly authorized representatives.

B. PROCUREMENT, AVAILABILITY, USE AND DISPOSITION OF INTERPRETIVE MATERIALS

1. The Association shall try to seek out, solicit, order, or purchase and photographs, models, artifacts, or other historical materials judged appropriately by the Corps for the interpretive mission of the Visitor Center.

2. All historical materials obtained/provided by the Association will become long-term, indefinite loans to the Corps, without fee or other compensation, for the Corps' discretionary display and other interpretive uses in conjunction with public education, study and enjoyment at the Visitor Center.

3. The Corps retains the sole right to decide how, where, when, and in what manner such loaned material shall be used for display, study or other interpretive uses.

4. The Corps reserves the right to refuse the loan of any objects, materials or services that it considers unsuitable, inappropriate, or for any other reason.

5. The Association recognizes that certain materials may be worn out, scavenged for parts, or otherwise consumed or destroyed as a legitimate part or consequence of the use of such materials for interpretive purposes.

6. The Corps agrees not to remove loaned materials from the Visitor Center for periods longer than twelve (12) consecutive months without notifying the Association.

Upon written request by the Association, the Corps agrees to return all such materials to the Association or transfer or assign all such loaned materials to another designated nonprofit historical agency mutually agreed upon by the Association and the Corps, for permanent preservation and use in the Sault Ste. Marie, Michigan area. If the Association fails to remove such materials within one hundred eighty (180) days from the date of the notice from the Corps of its decision to vacate or cease to operate the Visitor Center, the Corps reserves the right to dispose of all loaned materials in any manner it deems necessary. The association shall be responsible for any property costs incurred by the Government for the removal of any property that the Government does not wish to take possession of.

7. The Association will not hold the Corps liable for any damages or loss of historical materials for any reason.

C. PERSONNEL.

1. The Corps designates the Soo Area Engineer or his designated representative to act as liaison with the Association.

2. The Association shall designate in writing a representative, and an alternate, who shall act as liaison with the Corps.

D. OTHER TERMS AND CONDITIONS.

1. Non-Discrimination.

The Association shall not discriminate against any person or persons or exclude from participation in the Association's operations, programs or activities conducted on the premises, because of race, color, religion, sex, age, handicap, national origin or place of residency. The Association, by acceptance of this Memorandum of Agreement, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 200d); the Age Discrimination Act of 1975 42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11, December 28, 1964. This assurance shall be binding on the Association, its agents, successors, transferees, and sublessees and assignees.

2. Applicable Laws and Regulations.

The Association Articles of Incorporation and by-laws shall comply with the requirements of the state in which the Association is incorporated. Non-profit status must be maintained in accordance with federal and state laws and the Corps documents demonstrating non-profit status. This Memorandum of Agreement will automatically terminate if non-profit status is lost.

3. Assignment.

No transfer or assignment of this Memorandum of Agreement, or of any part thereof, or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved, in writing, by the District Engineer or his representative.

4. Termination.

a. This Memorandum of Agreement may be terminated by the Corps in the event the Association violates any of the terms and conditions of these Agreements and continues and persists therein for thirty (30) days after notice thereof, in writing, by the District Engineer or his authorized representative. Such a termination shall not derogate or diminish such other remedies in laws as may be available to the Government and in no way shall it act to relieve the Association of its responsibilities and obligations under the Memorandum of Agreement.

b. This Memorandum of Agreement may be terminated by the Association by giving to the District Engineer, through the said officer, at least ninety (90) days thereof in writing.

5. Miscellaneous

a. The rights and benefits conferred by this Memorandum of Agreement shall be subject to the laws of the United States governing the Corps and to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided, and the mention of specific restrictions, conditions, and stipulations herein shall not be constructed as in any way impairing the general powers of supervision, regulation, and control by the Corps.

b. No member of, or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Memorandum of Agreement or to any benefit that may arise therefrom, but this restriction shall not be constructed to extend to this Memorandum of Agreement if made with a company or corporation for its general benefit.

c. If Corps employees or the Corps Contractor's employees serve on the Board of the Association, such representation shall be a minority on such Board. Corps employees/Contractor employees shall not represent the Association in any matter between the Association and the Corps. When acting as an officer or Association Board Member, a Corps employee/Contractor employee shall not participate in any Association business related to the Corps, including, but not limited to, executing or negotiating contracts, signing checks, or hiring or firing of Association personnel.

d. The role of any Corps employee or the Corps Contractor's employee working with the Association is to represent the interests of the Corps and to provide cooperative assistance to the Association. His or her scope of Association responsibility shall be limited to providing assistance in overseeing the day-to-day routine business of the Association and serving as liaison between the Corps and the Association.

e. This Memorandum of Agreement may not be amended, except by written modification signed by the parties hereto.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this _____ day of _____, 20_____.

Signed and sealed
in the presence of:

By: _____

THESE AGREEMENTS ARE also executed by the Association this _____ day of _____, 20_____.

Signed and sealed
in the presence of :

By: _____

Title: _____
